
State: District of Columbia **Filing Company:** Capitol Indemnity Corporation
TOI/Sub-TOI: 17.0 Other Liability-Occ/Claims Made/17.0019 Professional Errors and Omissions Liability
Product Name: Media
Project Name/Number: New & Revised Media Forms/19-LIAB-FO-CW-065

Filing at a Glance

Company: Capitol Indemnity Corporation
Product Name: Media
State: District of Columbia
TOI: 17.0 Other Liability-Occ/Claims Made
Sub-TOI: 17.0019 Professional Errors and Omissions Liability
Filing Type: Form
Date Submitted: 12/12/2019
SERFF Tr Num: CAPC-132176098
SERFF Status: Submitted to State
State Tr Num:
State Status:
Co Tr Num: 19-LIAB-FO-CW-065

Effective Date 03/01/2020
Requested (New):
Effective Date 03/01/2020
Requested (Renewal):
Author(s): Jennifer Arndt
Reviewer(s):
Disposition Date:
Disposition Status:
Effective Date (New):
Effective Date (Renewal):

State: District of Columbia **Filing Company:** Capitol Indemnity Corporation
TOI/Sub-TOI: 17.0 Other Liability-Occ/Claims Made/17.0019 Professional Errors and Omissions Liability
Product Name: Media
Project Name/Number: New & Revised Media Forms/19-LIAB-FO-CW-065

General Information

Project Name: New & Revised Media Forms Status of Filing in Domicile: Authorized
Project Number: 19-LIAB-FO-CW-065 Domicile Status Comments:
Reference Organization: Reference Number:
Reference Title: Advisory Org. Circular:
Filing Status Changed: 12/12/2019
State Status Changed: Deemer Date:
Created By: Jennifer Arndt Submitted By: Jennifer Arndt
Corresponding Filing Tracking Number:

Filing Description:

RE: New & Revised Media Forms
Company File #- 19-LIAB-FO-CW-065
Effective Dates: 03/01/2020
NAIC#- 10472
FEIN#- 39-0971527

We would like to submit for your review and approval the below optional forms to be used with our CapMedia program.

E-MEF-3157 (12-19) Covered Production - Music and Title Coverage Included
E-MEV-3158 (12-19) Loss of Earnings and Expenses - Supplementary Payments
E-MEV-3159 (12-19) Other Named Insureds Schedule - Separate Retroactive Dates
E-MEV-3160 (12-19) Specific Content Exclusion

Please replace E-MEV-3130 (09-16) Policy Period Amendatory with the final printed copy of E-MEV-3130 (12-19) Policy Period Amendatory. We have simply added a space for additional/return premium to be shown on the endorsement.

Thank you for your consideration of this filing.

Company and Contact

Filing Contact Information

Jennifer Arndt, Product Analyst jarndt@capspecialty.com
1600 Aspen Commons 608-829-6929 [Phone]
Middleton, WI 53562

Filing Company Information

Capitol Indemnity Corporation	CoCode: 10472	State of Domicile: Wisconsin
PO Box 5900	Group Code: 501	Company Type:
Madison, WI 53705	Group Name:	State ID Number:
(608) 829-4200 ext. [Phone]	FEIN Number: 39-0971527	

Filing Fees

Fee Required? No
Retaliatory? No

State: District of Columbia**Filing Company:** Capitol Indemnity Corporation**TOI/Sub-TOI:** 17.0 Other Liability-Occ/Claims Made/17.0019 Professional Errors and Omissions Liability**Product Name:** Media**Project Name/Number:** New & Revised Media Forms/19-LIAB-FO-CW-065

Fee Explanation:

State: District of Columbia

Filing Company:

Capitol Indemnity Corporation

TOI/Sub-TOI: 17.0 Other Liability-Occ/Claims Made/17.0019 Professional Errors and Omissions Liability

Product Name: Media

Project Name/Number: New & Revised Media Forms/19-LIAB-FO-CW-065

Form Schedule

Item No.	Schedule Item Status	Form Name	Form Number	Edition Date	Form Type	Form Action	Action Specific Data		Readability Score	Attachments
1		Covered Production - Music and Title Coverage Included	E-MEF-3157	(12-19)	END	New				E-MEF-3157 (12-19) Covered Production - Music and Title Coverage Included.pdf
2		Loss of Earnings and Expenses - Supplementary Payments	E-MEV-3158	(12-19)	END	New				E-MEV-3158 (12-19) Loss of Earnings and Expenses - Supplementary Payments.pdf
3		Other Named Insureds Schedule - Separate Retroactive Dates	E-MEV-3159	(12-19)	END	New				E-MEV-3159 (12-19) Other Named Insureds Schedule - Separate Retroactive Dates.pdf
4		Specific Content Exclusion	E-MEV-3160	(12-19)	END	New				E-MEV-3160 (12-19) Specific Content Exclusion.pdf
5		Policy Period Amendatory	E-MEV-3130	(12-19)	END	Replaced	Previous Filing Number:	CAPC-130807810		E-MEV-3130 (12-19) Policy Period Amendatory.pdf
							Replaced Form Number:	E-MEV-3130 (09/16)		

Form Type Legend:

ABE	Application/Binder/Enrollment	ADV	Advertising
BND	Bond	CER	Certificate
CNR	Canc/NonRen Notice	DEC	Declarations/Schedule
DSC	Disclosure/Notice	END	Endorsement/Amendment/Conditions
ERS	Election/Rejection/Supplemental Applications	OTH	Other

Endorsement No.:	
Endorsement Effective Date:	12:01 a.m. standard time at the address of the Named Insured as shown in Item 1 of the Declarations.
Forms a part of Policy No.:	
Issued to:	
Issuing Company:	

Covered Production – Music and Title Coverage Included

E-MEF-This endorsement modifies coverage provided under the CapMedia and Entertainment Liability Policy, only with respect to the following Coverage Section(s):

Film and Entertainment Liability Coverage Section

It is hereby understood and agreed that:

Covered Production

- A. The **Insured** has provided written confirmation that the **Named Insured** has obtained all releases, licenses, consent and other rights required under law, for music contained in the above **Covered Production**, in accordance with Section IV. CONDITIONS, Subsection E.1. of the Coverage Section, and therefore coverage will be provided for **Claims** arising out of copyrighted music used in the above **Covered Production**, subject to all other terms, conditions and exclusions of the Policy.
- B. Section V. EXCLUSIONS, Subsection I. Music, is amended to reflect that such written confirmation that the **Named Insured** has obtained all releases, licenses, consent and other rights required under law, for music contained in the above **Covered Production** has been submitted by the **Insured** and approved by the **Company**.
- C. The **Insured** has provided written confirmation of **Title** in accordance with Section IV. CONDITIONS, Subsection E.3. of the Coverage Section, and therefore coverage will be provided for **Claims** arising out of the **Title** of the above **Covered Production**, subject to all other terms, conditions and exclusions of the Policy.
- D. Section V. EXCLUSIONS, Subsection N. Title is amended to reflect that such written confirmation of **Title** has been submitted by the **Insured** and approved by the **Company**.

If this endorsement is issued after the Policy has been issued, it is deemed to have been added to the list of forms and endorsements on the Declarations.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Endorsement No.:	
Endorsement Effective Date:	12:01 a.m. standard time at the address of the Named Insured as shown in Item 1 of the Declarations.
Forms a part of Policy No.:	
Issued to:	
Issuing Company:	

Loss of Earnings and Expenses – Supplementary Payments

This endorsement modifies coverage provided under the CapMedia and Entertainment Liability Policy, only with respect to the following Coverage Section(s):

Media Liability Coverage Section OR Film and Entertainment Liability Coverage Section
Professional Services / Technology and Internet Services Liability Coverage Section
Privacy and Network Security Liability Coverage Section

It is hereby understood and agreed that:

The following supplementary payments provision is added to the General Terms and Conditions of this Policy and shall apply to all Coverage Sections listed above:

LOSS OF EARNINGS AND EXPENSES:

In addition to the Policy Aggregate Limit of Liability, the **Company** will pay loss of earnings due to time off from work, plus any reasonable travel and related expenses incurred by an **Insured**, where such **Insured** is participating in a hearing, trial, mediation, arbitration or deposition in connection with a covered **Claim** or at the **Company's** request.

The amount the **Company** shall pay shall not exceed:

- \$ <<Per Day Amt>> per day, per **Insured**; and
- \$ <<Per Claim Amt>> per **Claim**, in the aggregate, regardless of the number of **Insureds** participating; and
- \$ <<Agg Amt>> in the aggregate for all **Claims**, regardless of the number of **Claims** or **Insureds** participating.

No deductible shall apply to payments made pursuant to this provision.

It is a condition precedent to payment hereunder that the **Insured** will provide written notification to the **Company** as soon as practicable or within thirty (30) days after incurring such expenses, together with any proof or documentation to support such expenses which the **Company** requests.

If this endorsement is issued after the Policy has been issued, it is deemed to have been added to the list of forms and endorsements on the Declarations.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Endorsement No.:	
Endorsement Effective Date:	12:01 a.m. standard time at the address of the Named Insured as shown in Item 1 of the Declarations.
Forms a part of Policy No.:	
Issued to:	
Issuing Company:	

<<Additional/Return>> Premium: \$	<<##,###.##>> (AnnlPrem x PR Fctr)
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Other Named Insureds Schedule – Separate Retroactive Dates

This endorsement modifies coverage provided under the CapMedia and Entertainment Liability Policy, only with respect to the following Coverage Section(s):

Media Liability Coverage Section OR Film and Entertainment Liability Coverage Section
Professional Services / Technology and Internet Services Liability Coverage Section
Privacy and Network Security Liability Coverage Section

It is hereby understood and agreed that:

Solely with respect to the coverage provided under the Coverage Sections listed above, Section II. WHO IS AN INSURED, of the General Terms and Conditions is amended to also include the following as **Insureds**, but only for otherwise covered **Wrongful Acts** (as applicable to such Coverage Sections) committed on or after the respective Retroactive Dates set forth below and prior to the Termination Date, or if no Termination Date is indicated, then prior to the end of the **Policy Period**:

Other Named Insureds	Retroactive Date	Termination Date
<<Other Named Insured>>	<<Retro Date>>	<<Termin Date>>
<<Other Named Insured>>	<<Retro Date>>	<<Termin Date>>
<<Other Named Insured>>	<<Retro Date>>	<<Termin Date>>

The terms and conditions of this Endorsement will not operate to increase the Limits of Liability.

If this endorsement is issued after the Policy has been issued, it is deemed to have been added to the list of forms and endorsements on the Declarations.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Endorsement No.:	
Endorsement Effective Date:	12:01 a.m. standard time at the address of the Named Insured as shown in Item 1 of the Declarations.
Forms a part of Policy No.:	
Issued to:	
Issuing Company:	

Specific Content Exclusion

This endorsement modifies coverage provided under the CapMedia and Entertainment Liability Policy, only with respect to the following Coverage Section(s):

Media Liability Coverage Section OR Film and Entertainment Liability Coverage Section
Professional Services / Technology and Internet Services Liability Coverage Section
Privacy and Network Security Liability Coverage Section

It is hereby understood and agreed that:

The following additional exclusion shall be added to the Policy, and coverage under this Policy shall not apply to any **Claim, Damages, or Claim Expenses**, if based upon, arising out of, resulting from, or in any way involving, the following **Content**:

Excluded Content
<<Content Description or Title>>

If the Privacy and Network Security Liability Coverage Section is also listed above, coverage under this Policy shall not apply to any **Breach Loss** from an actual or suspected **Privacy Incident** if based upon, arising out of, resulting from, or in any way involving the **Content** listed above.

If this endorsement is issued after the Policy has been issued, it is deemed to have been added to the list of forms and endorsements on the Declarations.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Endorsement No.:	
Endorsement Effective Date:	12:01 a.m. standard time at the address of the Named Insured as shown in Item 1 of the Declarations.
Forms a part of Policy No.:	
Issued to:	
Issuing Company:	

<<Additional/Return>> Premium:	\$	<<##,###.##>> (AnnIPrem x PR Fctr)
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Policy Period Amendatory

This endorsement modifies coverage provided under the CapMedia and Entertainment Liability Policy, only with respect to the following Coverage Section(s):

Media Liability Coverage Section OR Film and Entertainment Liability Coverage Section
Professional Services / Technology and Internet Services Liability Coverage Section
Privacy and Network Security Liability Coverage Section

It is hereby understood and agreed that:

Item 2. **Policy Period**, of the Declarations, is deleted in its entirety and replaced by:

Item 2. Policy Period:	Effective Date	Expiration Date

12:01 a.m. standard time at the mailing address of the **Named Insured** first listed in the Declarations.

If this endorsement is issued after the Policy has been issued, it is deemed to have been added to the list of forms and endorsements on the Declarations.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

State:	District of Columbia	Filing Company:	Capitol Indemnity Corporation
TOI/Sub-TOI:	17.0 Other Liability-Occ/Claims Made/17.0019 Professional Errors and Omissions Liability		
Product Name:	Media		
Project Name/Number:	New & Revised Media Forms/19-LIAB-FO-CW-065		

Supporting Document Schedules

Bypassed - Item:	Readability Certificate
Bypass Reason:	N/A
Attachment(s):	
Item Status:	
Status Date:	

Bypassed - Item:	Consulting Authorization
Bypass Reason:	N/A
Attachment(s):	
Item Status:	
Status Date:	

Bypassed - Item:	Copy of Trust Agreement
Bypass Reason:	N/A
Attachment(s):	
Item Status:	
Status Date:	

Bypassed - Item:	Expedited SERFF Filing Transmittal Form
Bypass Reason:	N/A
Attachment(s):	
Item Status:	
Status Date:	